

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: _____ DATE FILED: 10/3/2021
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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LIFE STYLE FUTON, INC., and
EASY FIT, INC.,
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Plaintiffs, :

1:21-cv-1482-GHW

ORDER

-v -
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EASYFIT SLIPCOVER LTD., et al.
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Defendants. :
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X

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GREGORY H. WOODS, United States District Judge:

The parties' motion for the Court to approve their proposed consent judgment, Dkt. No. 53, is denied. The Second Circuit has "often compared stipulated settlements to contracts, and . . . consistently applied the law of contract to disputes concerning the construction and enforcement of settlements However, when a district court 'so orders' a stipulated settlement, it does accept some obligations. The clearest obligation is a duty to enforce the stipulation that it has approved." *Geller v. Branich Int'l Realty Corp.*, 212 F.3d 734, 737 (2d Cir. 2000). "Unlike a private agreement, a consent judgment contemplates judicial interests apart from those of the litigants." *EEOC v. Local 580 Int'l Ass'n of Bridge, Structural & Ornamental Workers*, 925 F.2d 588, 593 (2d Cir. 1991).


"A court must scrutinize a proposed settlement before giving it a judicial imprimatur." *United States v. International Brotherhood of Teamsters*, 970 F.2d 1132, 1137 (2d Cir. 1992). "The district court must ensure that the agreement 'does not put the court's sanction on and power behind a decree that violates Constitution, statute, or jurisprudence.'" *Id.* (citation omitted)). Ultimately, "a federal court is more than a recorder of contracts from whom parties can purchase injunctions; it is an organ of government constituted to make judicial decisions." *Local No. 93 Int'l Ass'n of Firefighters v. City of Cleveland*, 478 U.S. 501, 525 (1986) (internal citations and quotations omitted).

Fundamentally, the Court does not have a basis upon which to conclude that the terms of the parties' private agreement are appropriate. This Court does not convert private parties' agreements into orders of the Court simply because the parties request that it do so. Here, the Court has no other factual or legal basis to order the parties' agreement. Not every settlement agreement between parties should or must be converted into an order of the Court. The Court declines to do so here.

The Clerk of Court is directed to terminate the motions pending at Dkt. Nos. 53 and 54.

SO ORDERED.

Dated: October 3, 2021
New York, New York



GREGORY H. WOODS
United States District Judge